

Annual Contract Competitive Proposal Request	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: 11/30/16 11:00 AM CST
TITLE: ANNUAL CONTRACT FOR OIL ANALYSIS TO BE PERFORMED ON GAS AND DIESEL ENGINES		RETURN BID TO: PURCHASING DIVISION
FILE NO: A16-02541 REQ NO:	Mailing Address: PO Box 1471 Baton Rouge, LA 70821 Physical Address: 222 St. Louis Street 8 th Floor Room 826 Baton Rouge, LA 70802	
AD DATES: 11/07 & 11/18		
SHIP TO ADDRESS: P.W. CENTRAL GARAGE CITY OF BATON ROUGE 333 CHIPPEWA STREET BATON ROUGE, LA 70805	Contact Regarding Inquiries: Purchasing Analyst : Arvin F. Jones Telephone Number: 225-389-3259 x 310 Email: afjones@brgov.com	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
QUESTIONS TO BE COMPLETED BY VENDOR: 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER 2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration. 3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.

13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, www.brgov.com, or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>
28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by the close of business on **November 21, 2016**.

INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst
City-Parish Purchasing Department
222 St. Louis Street, Room 826 (Hand Delivery)
Baton Rouge, LA 70802
or
P. O. Box 1471
Baton Rouge, LA 70821
or
Email: afjones@brgov.com
or Fax (225) 389-4841

Specifications:

GENERAL: The intent of this proposal is to establish prices for an Annual Contract to perform analysis on mobile and stationary equipment for the City of Baton Rouge Central Garage as specified below. The evaluation of the services offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency.

Successful Bidder must meet the following requirements:

The laboratory shall be registered to ISO [9001-2008](#) quality management system or the most current ISO9001 standard.

Testing is to be completed within two working days after the samples are received.

Expedited testing with same day turnaround time will be made available.

A complete database of test results must be made available online.

Test results must also be available in print and Acrobat Reader format.

Test results that are Critical or Severe samples must be listed separately on the website and emailed in Acrobat Reader files separately from other reports immediately after the test results are finalized.

Historical test results must be able to be sorted by Unit ID, Date, or Judgment of condition.

Historical data must be searchable by Unit, Make, Model, Component Type, Component Make, Component Model and historical date.

Test results and unit information must be available in Excel Spreadsheet format upon request.

Web site must have the ability to print sample labels listing: Customer Number, Unit ID, Sample, Date, Hours/Miles on unit and oil, Make-up oil added and indicates if the oil was changed or just sampled.

The bidder is requested to quote a unit price for each specific type of oil sample analysis to be performed. In the case of a discrepancy between the units prices stated in “words” compared to the price stated in “numbers”, the “words” shall govern.

Samples shall be collected by parish personnel in bottles provided by the contractor.

The bid price shall include all costs for providing and reporting the required laboratory analytical services, including the furnishings of all sample bottles, labels, and pre-addressed mailing containers for shipment of batches of the samples to an out of town laboratory (if applicable.)

The parish will bear the cost of hand delivering the samples to a local address within the city parish area, and said address shall be either the laboratory’s place of business; or a designated local express delivery firm (in the event of an out of town laboratory). All cost of further transportation and delivery of the samples, and thereafter delivering the written results of the analysis back to the parish at 333 Chippewa Street, Baton Rouge, LA. 70805.

The contractor will provide a pre-printed label for the samples of oil from gas and diesel engines which will contain the following information.

Sender's name: Baton Rouge City Parish Central Garage

Unit location:

Unit identification:

Make/Type:

Sample data:

Type of lube oil:

Hour since change:

Oil product name and number:

The awarded bidder shall submit a sample typical report sheet for each type of analysis requested, indicating the elements analyzed by spectrochemical methods, physical properties, operating data (such as unit run hours, hours since oil change, oil added, et...), identification data maintenance recommendations etc. the sample sheet shall also provide for printout of the results of at minimum the last five samples for the particular unit in question.

SAMPLES

Samples for analysis shall consist of:

1. Engine Oil
2. Transmission Fluid
3. Hydraulic Fluid
4. Power Steering Fluid
5. Differential Fluid
6. Other Fluids on an as required basis and as determined by Central Garage.

Awarded Bidder shall retain unused portion of all samples for thirty (30) days from date of receipt so that subsequent tests can be made if required. After thirty (30) days, all samples may be disposed of by the awarded Bidder at no cost to Baton Rouge City Parish, in accordance with applicable Federal, State and Local waste disposal regulations. Upon a written request from Baton Rouge City Parish Central Garage Director and/or designee(s), the awarded Bidder may be required to keep samples for longer than thirty (30) days.

The stated quantity of test reports is approximate and for comparison of bids only, and the parish reserves the right to either increase or decrease the amount of work at its sole discretion.

Routine oil analysis will include:

1. Spectrographic oil analysis by Inductively Coupled Plasma Atomic Emission Spectrometry ASTM D5185.
2. Oil sample information:
 - a) Sample number.
 - b) Date sample received.
 - c) Date sample reported.
 - d) Hours or miles on unit and oil.
3. Oil sample container with sample bottle:
 - a) With duplicate carbonless forms.
4. Wear metals (PPM):
 - b) Copper
 - c) Iron
 - d) Chromium
 - e) Aluminum
 - f) Lead
 - g) Tin
 - h) Nickel
 - i) Silver
 - j) Titanium
 - k) Vanadium
5. Additives (PPM):
 - a) Molybdenum
 - b) Phosphorus
 - c) Zinc
 - d) Calcium
 - e) Barium
6. Contaminants:
 - a) Percentage of anti-freeze
 - b) Fuel dilution
 - c) Percentage of water
 - d) Silicon (PPM)
 - e) Boron
 - f) Sodium
 - g) Potassium
 - h) Magnesium
 - i) Soot Value
 - j) Glycol
 - k) Water by Karl Fischer

7. Oil properties:

- a) Viscosity 40°c CST
- b) Viscosity 100°c CST
- c) SAE/ISO Grade
- d) Oxidation
- e) Nitration

Reports must show the last four sample results.

Alarm levels for all parameters shall be customizable with the ability to make changes after periodic review.

There must be hyperlinks available online while viewing the report to explanations of tests performed and possible sources of wear, contaminants and additive metals found.

Optional postage paid USPS mailing containers must be available.

Changes to username and password shall be possible

Exhibit A

LINE	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
001	<p>ENGINE OIL ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST APPROX. 4,000 SAMPLES A YEAR COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON HEAVY AND LIGHT VEHICLES FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	4000	EA.	\$_____	\$_____
002	<p>TRANSMISSION FLUID ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST APPROX. 1,000 SAMPLES A YEAR TO COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON MOBILE AND STATIONARY EQUIPMENT FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	1000	EA.	\$_____	\$_____
003	<p>HYDRAULIC FLUID ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST FIVE (5) SAMPLES EACH MONTH TO COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON MOBILE AND STATIONARY EQUIPMENT FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	60	EA.	\$_____	\$_____

004	<p>POWER STEERING FLUID ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST FIVE (5) SAMPLES EACH MONTH TO COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON MOBILE AND STATIONARY EQUIPMENT FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	60	EA.	\$_____	\$_____
005	<p>DIFFERENTIAL FLUID ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST FIVE (5) SAMPLES EACH MONTH TO COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON MOBILE AND STATIONARY EQUIPMENT FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	60	EA.	\$_____	\$_____
006	<p>OTHER FLUIDS ANALYSIS</p> <p>TO PROVIDE OIL ANALYSIS SERVICE: TEST FIVE (5) SAMPLES EACH MONTH TO COMPLETE AN OIL ANALYSIS TESTING AS NEEDED ON MOBILE AND STATIONARY EQUIPMENT FROM BATON ROUGE CENTRAL GARAGE PER ATTACHED SPECIFICATIONS.</p>	60	EA.	\$_____	\$_____

AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the 01_ day of January, 2017, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ (herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title **A16-02541 "Oil Analysis on Gas and Diesel Engines"** Contract Period **January 1, 2017 through December 31, 2017**

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner

By _____
Melvin L. "Kip" Holden, Mayor-President

WITNESS:

Contractor

By _____

(Typed Name and Title)